

RESOLUTION NO. 24-032
Riley-Purgatory-Bluff Creek Watershed District
Board of Managers

Authorizing execution of cost share agreement with The Preserve Association for an installation of native vegetation shoreline buffer.

Manager _____ offered the following resolution and moved its adoption, seconded by Manager _____:

WHEREAS Riley-Purgatory-Bluff Creek Watershed District's 2018 10-Year Watershed Management Plan identifies and allocates funding to implement a cost-share program to provide incentives for BMPs;

WHEREAS RPBCWD staff reviewed the application for the proposed native vegetation shoreline buffer and determined the project would meet RPBCWD goals to minimize the negative impacts of erosion and sedimentation, to minimize pollutant loading to water resources, and to promote infiltration to reduce runoff, improve water quality, and promote aquifer recharge.

NOW THEREFORE BE IT RESOLVED that the RPBCWD Board of Managers authorizes the administrator, with advice of counsel, to enter the attached contract with The Preserve Association, substantially in the form of the attached, for a project cost not to exceed \$20,000 and three years of professional maintenance costs not to exceed \$3,000 as finalized with such nonsubstantive changes as are necessary to implement the intent of the managers.

The question was on the adoption of the resolution and there were _____ yeas and _____ nays as follows:

Yea Nay Abstain Absent

CRAFTON
DUEVEL
KOCH
PEDERSEN
ZIEGLER

Upon vote, the president declared the resolution _____.

Dated: April 3, 2024.

* * * * *

I, Tom Duevel, secretary of the Riley-Purgatory-Bluff Creek Watershed District, hereby certifies that I have compared the above resolution with the original thereof as the same appears of record and on file with RPBCWD and find the same to be a true and correct transcription thereof, and further that the resolution is in full force and effect on this date, and Resolution 24-032 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this _____ day of _____, 2024

Tom Duevel, Secretary

**Exhibit A
Agreement**

DRAFT

MEMORANDUM

TO: Board of Managers
FROM: Eleanor Mahon
DATE: March 26, 2024
RE: Stewardship Grant Application for The Preserve Association, 11221 Anderson Lakes Pkwy, Eden Prairie

The Preserve Association has submitted a Stewardship Grant application to restore a section of eroding berm along Neill Lake to native vegetation. This project is an extension of work completed in 2023, in which a 3,050 square foot area of shoreline immediately adjacent to this section was restored to native vegetation. The Preserve has partnered with the District on multiple projects including turf-to-prairie and turf-to-low mow. They are enthusiastic about best practices to protect and restore water resources and committed to education and outreach programming.

This project will install a 5,000-sq-ft native vegetation buffer adjacent to Neill Lake. The existing site is dominated by invasive species, including reed canary grass, garlic mustard, and purple loosestrife. The project will include site preparation (herbicide application to kill weeds, appropriate for upland or aquatic use, and plant removal) followed by a layer of shredded hardwood mulch and the installation of biologists in areas with substantial cut-banks. A count of 2,523 native plants of at least 25 species in 3-to-4-inch pot size will be installed 1.5 feet apart. The diverse plant mix incorporates at least five blooming species per season (spring, summer, fall) as well as at least one keystone species, which support many wildlife species.

The project will be installed by Natural Shore Technologies (NST), which has demonstrated experience in habitat restoration and has completed multiple successful Stewardship Grant projects. The homeowners association also intends to have professional maintenance performed by NST.

Project installation cost is \$29,250 and includes site design and mobilization, site preparation, one-time mulch application for soil protection, and installation of biologists and 2,523 native plants. The plant list includes approximately 56 species including grasses, sedges, rushes, and forbs with bloom times distributed throughout the growing season. **A 75% cost share for installation is recommended by the grant review committee for \$20,000** (maximum grant award for a non-profit; actual cost-share percentage is 68.38%).

If installed in spring 2024, project maintenance will begin the same year with at least three site visits in 2024 and five visits each in 2025 and 2026. The 3-year professional maintenance contract is \$4,000. **A 75% cost share for professional maintenance is \$3,000.**

Total cost award for this project would be **\$23,000.**



RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

Cost-Share Funding Agreement

The Preserve Association

LOCATION: **11221 Anderson Lakes Pkwy, Eden Prairie, MN 55344**

PARCEL PIN: **2311622410004**

This cost-share agreement, for support of water resource protection and education through the Riley-Purgatory-Bluff Creek Watershed District Cost-Share Program, is entered into between the Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and **The Preserve Association** (Owner), a Minnesota nonprofit corporation and fee title owner of property described above (the Property). RPBCWD has determined that it will contribute cost-share funding for implementation of water resources-conservation practices in conjunction with a project that Owner has undertaken to **restore a 5,000 square foot area of shoreline buffer on Neill Lake to native vegetation (the Project)**. RPBCWD has determined the amount of funding that it will contribute to the design and implementation of the planting on the basis of the water-quality improvement, public education and demonstration benefits that will be realized. RPBCWD commits to reimburse Owner in accordance with the terms of this agreement.

1. Scope of Work

Owner will provide for **installation of a native vegetation buffer (the Project)** on the Property in substantial conformance with the site plan, design and budget attached to and incorporated into this agreement as Exhibit A. To the extent there is any real or perceived conflict between a term of this agreement and Exhibit A, the terms of this agreement will prevail. On completion of installation of the Project, Owner must submit to RPBCWD a report that includes a narrative describing the installation of the Project, a description of and receipts documenting eligible costs incurred and in-kind contributions, a description of any changes made to the Project design and photographs documenting installation (Project Report). A final Project Report must be submitted to RPBCWD within 30 days of the completion of installation.

2. Contractor

Owner will select a contractor or contractors for the Project or install the Project itself, and Owner will ensure installation of the Project in substantial conformity with Exhibit A. In contracting for installation of the Project, Owner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.

3. Reimbursement

When RPBCWD has inspected the Project to confirm functionality and implementation in material conformity with Exhibit A and received from Owner:

- a. documentation that the maintenance declaration required by section 5 of this agreement has been filed for recordation; and
- b. an invoice and receipts documenting the Project costs, along with any completed reimbursement forms required by RPBCWD,

RPBCWD will reimburse Owner **75 percent** or **\$20,000**, whichever is less, of Owner's eligible costs to design and install the Project. Reimbursement under this agreement to design and install the project will not exceed a total of **\$20,000**.

RPBCWD, on receipt and approval of documentation (including receipts) and confirmation by RPBCWD of maintenance in substantial conformity with Exhibit B, will reimburse Owner **75 percent** or **\$3,000**, whichever is less, of Owner's eligible costs of contracted qualified professional maintenance of the Project during the three years following Project installation. Reimbursement under this agreement for three years of professional maintenance of Project will not exceed a total of **\$3,000**.

RPBCWD will reimburse Owner within 45 days of receipt of the invoices and required accompanying documentation described above, unless the RPBCWD finds that the Project does not meet standards described herein for reimbursement, in which case RPBCWD will provide an explanation to Owner sufficient for Owner to timely cure the deficiency.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result:

- a. RPBCWD may withhold 10 percent of any reimbursement under this section 3 until RPBCWD has confirmed substantial completion of the Project; and
- b. if implementation, including vegetation establishment where specified, of the Project is not substantially completed in material conformance with the approved plans and specifications within two (2) years of the date this agreement is fully executed, subject to delays outside of Owner's control, RPBCWD will not be obligated to provide reimbursement to Owner under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD elects to deny reimbursement or rescind the agreement.

4. Right of Access

Owner will permit RPBCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this agreement and monitor or take samples for the purposes of assessing the installation or performance of the Project and compliance with the terms of this agreement. If RPBCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement void. Owner will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

5. Maintenance

Exhibit B, a draft maintenance declaration for the Project, is attached to and incorporated into this agreement. The attached declaration requires Owner and its successors in interest to inspect and maintain the Project in accordance with Exhibit B. Within 30 days of the certification of completion of the Project by RPBCWD, Owner will complete a draft of the declaration and submit to RPBCWD for approval. Once the declaration is approved, Owner must execute and file the completed declaration with the county recorder or registrar, as appropriate, within 30 days, and submit documentation of recordation to RPBCWD. RPBCWD and its representatives may enter the Property at reasonable times to inspect the condition of the Project and confirm proper maintenance.

6. Acknowledgment and Publicity

Owner will cooperate with RPBCWD to seek publicity and media coverage of the Project, and to allow members of the public periodically to enter the Property to view the Project in the company of an RPBCWD representative. Owner will permit RPBCWD, at its cost and discretion, to place reasonable signage on Owner's property informing the general public about the Project and RPBCWD's cost-share program.

7. Independent Relationship; Indemnification

RPBCWD's role under this agreement is solely to provide funds to support the Project, in recognition of the maintenance, demonstration and dissemination of knowledge about innovative approaches to stormwater management. RPBCWD's review of design, plans and specification notwithstanding, RPBCWD has no authority to select, nor has it had any role in selecting, the design, means, method or manner of performing any work or the person or firm who will perform the work necessary to implement the Project. Owner acts independently and selects the means, method and manner of implementing the Project. Review of any plans, specifications, design or installation by RPBCWD or its representative is solely for the purpose of establishing accountability for RPBCWD funds expended. Neither Owner nor Owner's contractor acts as the agent or representative of RPBCWD in any manner.

Owner will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: Owner's negligent or otherwise wrongful act or omission, or breach of to the degree that they are the result of Owner's, a subcontractor's or an assignee's negligence or the result of other action or inaction by Owner, a subcontractor or an assignee that is the basis for Owner, the subcontractor's or the assignee's liability in law or equity.

8. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District and the Partner waive no immunities in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

9. Effective Date; Termination; Survival of Obligations; Authority

This agreement is effective when fully executed by all parties and expires 5 years thereafter. RPBCWD retains the right to void this agreement if the Project is not certified as substantially complete by **April 3, 2025**. RPBCWD may grant a request to extend the construction-completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, Owner will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the implementation-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5 and 6 will survive expiration.

Owner represents and covenants with RPBCWD that Owner is the only owner of fee title to the Property and is the sole possessor of the right to enter this agreement and convey the rights to use the Property described herein. Owner further warrants that there are no unrecorded mortgages, contracts for deed or other encumbrances that would impair Owner's ability to fulfill its obligations under this agreement. Further Owner represents and covenants that the individual executing the agreement on behalf of Owner is duly authorized to bind Owner to fulfill the obligations herein. Owner indemnifies RPBCWD and holds RPBCWD harmless for any breach of the provisions of this paragraph.

10. Compliance With Laws

Owner is responsible to secure all permits and comply with all other legal requirements applicable to the Project.

11. Notices

Any written communication required under this agreement shall be addressed to the other party as follows:

To RPBCWD:

Grant Coordinator
Riley Purgatory Bluff Creek Watershed District
18681 Lake Drive East
Chanhassen, MN 55317

To Owner:

The Preserve Association
Attn: Scott Anderson
11221 Anderson Lakes Pkwy
Eden Prairie, MN 55344

12. Waiver

RPBCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation.

Notwithstanding any other term of this agreement, RPBCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party or a party to this agreement.

13. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be **Hennepin County, Minnesota**.

{Signature page follows.}

DRAFT

Intending to be bound, the parties hereto execute and deliver this agreement.

The Preserve Association

Date:

Name: _____

Title: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of The Preserve Association.

Notary Public

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____

Date _____

Terry Jeffery
District Administrator

|

Exhibit A
Application, Map of Project Area, Project Bid with Cost Estimate and Native Plant List,
and Maintenance Proposal

DRAFT

Stewardship Grant Application - Large Project 2023 Report

Form: Stewardship Grant Application - Restorations, BMPs, and Other Projects

Have you had a site visit? The site visit would have been with Seth Ristow (Carver County SWCD) or watershed district staff.	Yes
Applicant type	Non-profit (association, church, etc.)
Residential (homeowner) applicants: Do you plan to move within the next 5 years?	I'm not a residential (homeowner) applicant.
Property Owner's Name	The Preserve Association
Additional Property Owner's Name	The Preserve Association
My project is within the Riley Purgatory Bluff Creek Watershed District	true
Project Address	11221 Anderson Lakes Pkwy, Eden Prairie, 55344
Parcel ID Number (PID) of property where project would occur	2311622410004
Second Parcel ID Number (PID) of property where project would occur (if applicable)	
Property Owner's Mailing Address (if different than project address)	Eden Prairie, 55344
Property Owner's Phone	9529418400
Property Owner's Email Address	scott@preserveassociation.com
Secondary Property Owner's Email Address	scott@preserveassociation.com
Primary contact information same as property owner.	true

Contact Name	Scott Anderson
Contact Phone	
Contact Email	
Primary contact's relationship to project	
What is Your Project Type?	Lake Shoreline Restoration
If your project is a Stormwater BMP, please tell us what kind of BMP it is.	
Project title	Neill Lake shoreline 2024 500'
How big is your project?	5000SF
Estimated total project cost (\$)	29,250.00
Does your estimated project cost include an in-kind labor credit?	No
If you answered yes to above question, how many hours would you like to include as in-kind labor?	
Your Grant Request: What percentage of project cost are you requesting from this grant program?	75
Estimated Start Date of Project	June-03-2024
Estimated Completion Date of Project	June-07-2024
Please describe the current condition of the property, relevant site history, and past management	<p>The berm is actively eroding which is impacting the water quality of Neill Lake and the Marsh ecosystems.</p> <p>It is dominated by very aggressive, invasive plant species (e.g., reed canary grass, crown vetch, garlic mustard, purple loosestrife, phragmites) which is poor habitat for pollinators, fish and wildlife.</p>

<p>Please describe the project, including any site issues or goals.</p>	<p>Site assessment and plan development include: detailed site preparation methods, plant selection, and a project timeline.</p> <p>Kill all weeds with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.</p> <p>Cut and remove any weedy plant material from planting area.</p> <p>In areas with substantial cut-banks, we will install biologs at the toe of the shore slope. Voids behind the logs will be filled and then intensively planted with rhizomatous wetland species.</p> <p>Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted.</p> <p>Plant selections will provide flowering throughout the growing season, with at least 25 native plant species.</p> <p>Lay out plants into plant zones per plan specifications and install at approximately 1.5' centers.</p> <p>Mulch will be moved aside, plant containers installed, and a light mulch layer will be returned around the base of the plants to hold moisture. We will use 2,523 – 3-4" containers for your planting.</p>
<p>Summarize your workplan. What steps will be taken to implement the project?</p>	<p>We will use ecological restoration to treat 500' of lakeside on a 4000' berm that separates Neill Lake from Neill Lake Marsh.</p> <ul style="list-style-type: none"> o We will employ bioengineering techniques to address the erosion. o We plan to transform the existing vegetation into a diverse mix of native upland prairie, wet meadow, and emergent plant communities. The native plant species will be introduced to stabilize the banks, creating habitat for pollinators and other wildlife, and improve aesthetics.
<p>Who will be completing the work? Where will you be purchasing supplies/equipment from?</p>	<p>Natural Shores</p>

<p>If your project includes planting/seeding, provide the name of the grower/nursery/supplier of the seeds/plants you plan to use.</p>	<p>Natural Shore</p>
<p>I agree that if my project is a habitat restoration, shoreline restoration, or waterbody buffer, I will follow these native plant requirements:</p>	<p>Native plants must be in their wild form. No cultivars (cultivated varieties) are allowed., Native plants must be purchased from approved vendor., Plant selection must be appropriate for site conditions. In other words, evaluate your site's sun exposure and soil conditions and pick plants that wi, Plant selection must include at least one keystone species., Plant selection must include at least 3 species that bloom in spring, 3 that bloom in summer, and 3 that bloom in fall. All flowering plants, You must use ecologically friendly maintenance techniques. In part, this means limiting chemicals and leaving plant material in place.</p>
<p>Upload your PLANT LIST with scientific (species) names if your project is a habitat restoration, shoreline restoration, or waterbody buffer.</p>	<p> Scott-NST-berm-shoreland-2-28-24.pdf</p>
<p>File Upload</p>	<p> aerial_image_of_area.pdf  pic_of_500_for_2024.jpg  Scott-NST-berm-shoreland-2-28-24.pdf  Scott-NST-bid-Berm-Maintenance-2-28-24.pdf</p>
<p>I understand that if my project is approved for funding, I or my organization will enter into a maintenance agreement with the Riley Purgatory Bluff Creek Watershed District</p>	<p>true</p>

How will the project be monitored and maintained?	Natural Shore contract
I understand that if my project is approved for funding I must submit a project report within 30 days of completing my project and a yearly report containing updates on maintenance and function of the project.	true
May we share your project with the community on our website, social media, or other media?	Yes
Could we highlight your project on a tour or training event (with prior notice and agreement)?	Yes
Have you received, applied for, or intend to apply for a grant or other outside funding for this project?	No
If you answered "Yes" to the above question, please provide the name of the funding source(s) and the amount in dollars.	
Authorized Representative Name	Scott Anderson
Role	General Manager
If you're a non-profit or business, provide full legal name of organization.	The Preserve Association
Date	March-13-2024
I/we submit this application for consideration for a RPBCWD Stewardship Grant	true
Site Visit ID	
Unique ID	WSG-19
Added Time	March-13-2024 12:44:47

CRM Status	New Record - Record updated
Referrer Name	https://www.rpbcwd.org/
Task Owner	lforbes@rpbcwd.org



No results

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

COPYRIGHT © HENNEPIN COUNTY 2024



Restoration Proposal for:

Mr. Scott Anderson – The Preserve in Eden Prairie

Proposal Date: February 28, 2024

Prepared by:

Bill Bartodziej M.S., Senior Restoration Ecologist
Natural Shore Technologies, Inc.
612.730.1542 bill.b@naturalshore.com





USING ECOLOGY TO RESTORE LAND AND WATER

612.703.7581 | naturalshore.com | Office & Nursery 1480 County Rd 90 Independence, MN 55359

February 28, 2024

Dear Scott:

Thank you again for giving Natural Shore Technologies the opportunity to bid on your project. Below is a *Project Summary* which outlines our *restoration methods* and *cost breakdown*. We would like to emphasize that we tailor our restoration approach to fit your site characteristics and specific objectives. We look forward to continuing our partnership with you to produce an exceptional restoration that exceeds your expectations.

We would enjoy the chance to answer any questions that you have regarding this restoration proposal. We take great pride in our reputation and attention to customer satisfaction. After you have read through and are comfortable with the proposed plan and specified cost, please sign the contract that is provided. A down payment and a signed contract are required to book your project.

Best regards,

Bill Bartodziej, M.S.
Senior Restoration Ecologist
Natural Shore Technologies, Inc.

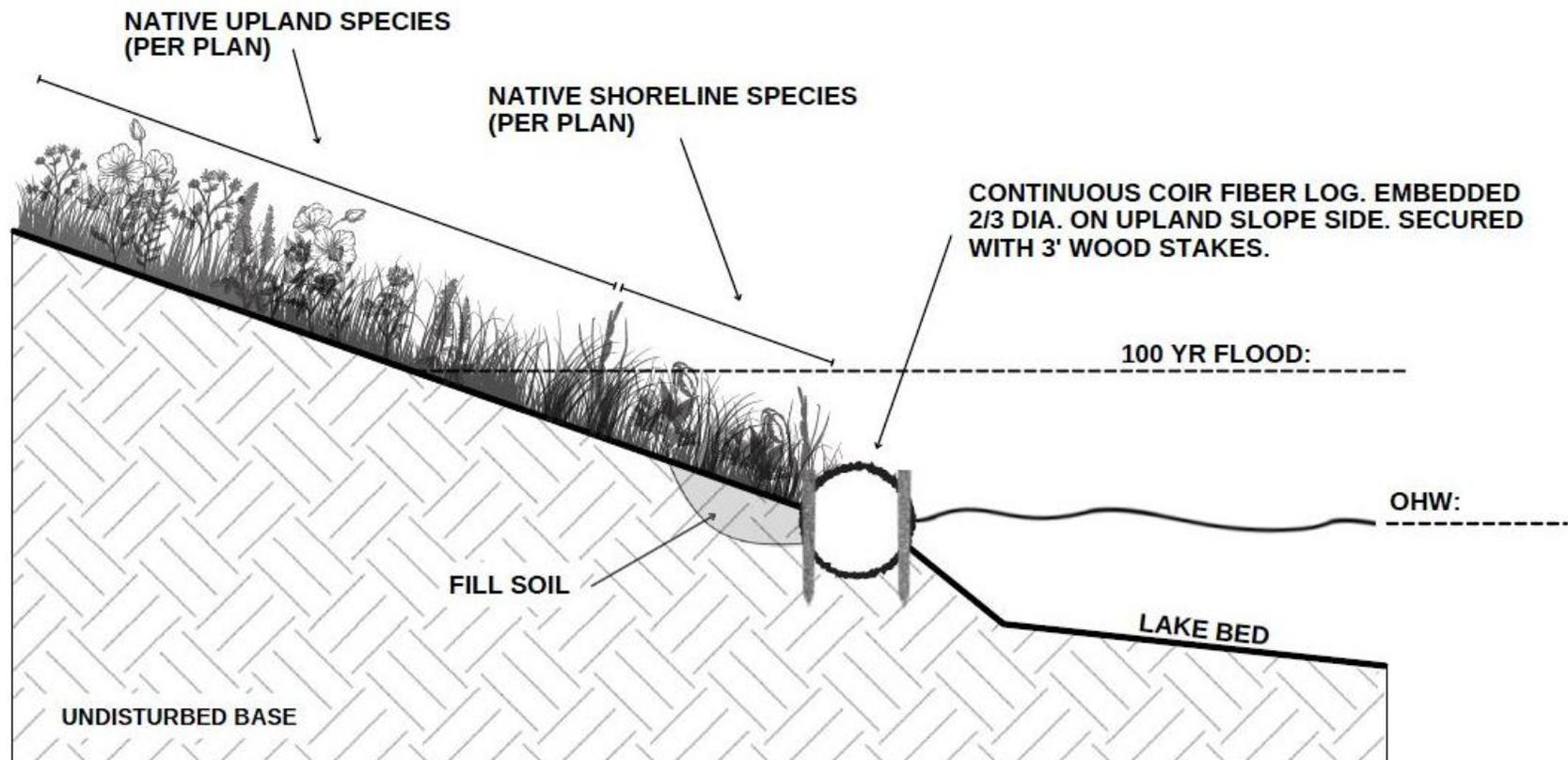
Project Summary

1. Project site: shoreland – Constructed berm – 500' x 10' = 5,000 SF
2. Site assessment and plan development include: detailed site preparation methods, plant selection, and a project timeline and work schedule for our staff. Because most of projects involve the establishment of natural buffers, site drawings and planting plans are not necessary. We have found that over time, native plants will seek out the optimal micro-habitats and flourish. However, project plan drawings can certainly be provide at an additional cost upon client request.
3. Delineate and verify total restoration project area.
4. Kill all weeds with an herbicide appropriate for upland or aquatic use. A licensed herbicide applicator from Natural Shore Technologies will apply the treatment.
5. Cut and remove any weedy plant material from planting area.
6. In areas with substantial cut-banks, we will install biologs at the toe of the shore slope (diagram below) – maximum of 250' of shoreline. Voids behind the logs will be filled and then intensively planted with rhizomatous wetland species.
7. Apply a 2-3" layer of shredded hardwood mulch in areas that will be planted.
8. Plant selections will provide flowering throughout the growing season, with at least 25 native plant species.
9. Lay out plants into plant zones per plan specifications and install at approximately 1.5' centers.
10. Mulch will be moved aside, plant containers installed, and a light mulch layer will be returned around the base of the plants to hold moisture. We will use 2,523 – 3-4" containers for your planting.
11. Monitoring and maintenance will be provided, but not included in this bid.

Installation note: Prior to installation, please let us know of any underground utility lines, sprinkler lines, or other obstacles in the restoration area. It is the owner responsibility to clearly mark lines, and NST will not be held liable for any damages.

BANK STABILIZATION CROSS SECTION

TYPICAL INSTALLATION



Preliminary Plant Species List

Common Name	Scientific Name	Height (ft)	Color	Bloom Time
EMERGENT				
Spike rush	<i>Eleocharis palustris</i>	1 to 2	Brown	June-July
Broadleaved arrowhead	<i>Sagittaria latifolia</i>	4	White	July - August
Hard Stem Bulrush	<i>Schoenoplectus acutus</i>	4 to 6	Brown	July - August
Soft Stem Bulrush	<i>Schoenoplectus tabernaemontani</i>	4 to 6	Brown	July - August
Giant burreed	<i>Sparganium eurycarpum</i>	3 to 5	Green/Brown	July - August
WET MEADOW				
Grasses, Sedges, Rushes				
Canada Blue Joint	<i>Calamagrostis canadensis</i>	3 to 6	Tan-Green	July - August
Bebb's Sedge	<i>Carex bebbii</i>	2 to 3	Green	May - June
Bottlebrush Sedge	<i>Carex comosa</i>	2 to 3.5	Green	May - June
Porcupine Sedge	<i>Carex hystricina</i>	2 to 3.5	Green	May - June
Tussock Sedge	<i>Carex stricta</i>	2 to 3	Green	May - July
Fox Sedge	<i>Carex vulpinoidea</i>	1.5 to 2.5	Green	May - June
Green Bulrush	<i>Scirpus atrovirens</i>	2 to 5	Green-Brown	July - August
Woolgrass	<i>Scirpus cyperinus</i>	3 to 5	Brown	July-September
Forbs				
Sweet flag	<i>Acorus calamus</i>	2	Green	May - July
Canada Anemone	<i>Anemone canadensis</i>	1 to 2	White	May - July
Swamp Milkweed	<i>Asclepias incarnata</i>	3 to 4	Lavender	June - August
Turtlehead	<i>Chelone glabra</i>	2 to 3	White	August - October
Boneset	<i>Eupatorium perfoliatum</i>	2 to 4	White	June-July
Joe-Pye Weed	<i>Eutriochium maculatum</i>	3 to 6	Purple	June-July
Sneezeweed	<i>Helenium autumnale</i>	4 to 5	Yellow	August - September
Blue Flag Iris	<i>Iris versicolor</i>	2 to 3	Blue	June - July

Meadow Blazing Star	<i>Liatris ligulistylis</i>	2 to 3.5	Purple	June - July
Cardinal Flower	<i>Lobelia cardinalis</i>	3 to 4	Red	June - October
Blue Lobelia	<i>Lobelia siphilitica</i>	1.5 to 2.5	Blue	June - October
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September
New England Aster	<i>Symphyotrichum novae- angliae</i>	3 to 5	Purple	September- October
Blue vervain	<i>Verbena hastata</i>	2 to 5	Purple	July-August
Culvers Root	<i>Veronicastrum virginicum</i>	3 to 5	White	July-August

PRAIRIE

Grasses, Sedges

Side Oats Grama	<i>Bouteloua curtipendula</i>	1.5 to 2.5	Red-green	July - September
Blue Grama	<i>Bouteloua gracilis</i>	.5 to 1	Green-purple	July-September
June grass	<i>Koeleria macrantha</i>	1 to 2	Amber	May-June
Little Bluestem	<i>Schizachyrium scoparium</i>	1.5 to 3	Amber	July - September
Indian Grass	<i>Sorghastrum nutans</i>	4 to 6	Amber	July - September
Prairie Dropseed	<i>Sporobolus heterolepis</i>	1.5 to 3	Green	August - October

Forbs

Anise Hyssop	<i>Agastache foeniculum</i>	2 to 4	Purple	June-October
Prairie Onion	<i>Allium stellatum</i>	1 to 1.5	Pink	July - September
Butterfly Milkweed	<i>Asclepias tuberosa</i>	1 to 2	Orange	June - September
Blue wild indigo	<i>Baptisia australis</i>	4.0	Blue	May-July
Prairie Coreopsis	<i>Coreopsis palmata</i>	1.5 to 2.5	Yellow	June - September
Purple coneflower	<i>Echinacea purpurea</i>	4.0	Purple	July-September
Rattlesnake master	<i>Eryngium yuccifolium</i>	4.0	White	July-September
Oxeye	<i>Heliopsis helianthoides</i>	5.0	Yellow	June-September
Prairie blazing star	<i>Liatris pycnostachya</i>	2 to 5	Purple	August - September
Wild bergamot	<i>Monarda fistulosa</i>	4.0	Pink-Purple	July-September
Foxglove Beardtongue	<i>Penstemon digitalis</i>	3 to 4	White	July-August

Prairie Phlox	<i>Phlox pilosa</i>	1.5 to 2	Pink	May - June
Mountain Mint	<i>Pycnanthemum virginianum</i>	2 to 3	White	July - September
Grey-headed Coneflower	<i>Ratibida pinnata</i>	5.0	Yellow	July-September
Black Eyed Susan	<i>Rudbeckia hirta</i>	2 to 3	Yellow	June - October
Heath aster	<i>Symphyotrichum ericoides</i>	2 to 4	White	August-September
Smooth blue aster	<i>Symphyotrichum laeve</i>	4	Blue	August-October
Aromatic aster	<i>Symphyotrichum oblongifolium</i>	2	Purple	August-November
Sky Blue Aster	<i>Symphyotrichum oolentangiense</i>	2 to 3.5	Purple	August-October
Ohio Spiderwort	<i>Tradescantia ohiensis</i>	2 to 4	Blue	July - October
Hoary vervain	<i>Verbena stricta</i>	1 to 3	Purple	July-August
Golden Alexanders	<i>Zizia aurea</i>	1 to 3	Yellow	May-July

Project Cost

This is a comprehensive bid estimate and valid for thirty days. We require a 50% down payment to schedule your project.

Cost Breakdown

Site Design, Project Management, Mobilization		\$2,928.00
Site preparation, herb. trts, cutting, clearing		\$4,580.00
Mulch, biologs, temp. fencing		\$9,454.00
2,523 Plants - 3"-4" - containers @ 1.5' spacing- installed		\$12,288.00

TOTAL = \$29,250.00

Site maintenance (not included in this bid)

Site maintenance includes at least 5 visits per year during the growing season to monitor and conduct activities that will ensure proper restoration establishment. We use the most appropriate, up-to-date maintenance techniques such as targeted herbicide application, hand pulling, mowing, and spot weed whipping to effectively control invasive weeds.

Our lead maintenance supervisor has a B.S. in Biology and 10 years of field experience.

Watering – We will thoroughly water your site immediately after plant installation. Any necessary watering after installation is the responsibility of the owner. (Generally, normal rainfall during the growing season is adequate for native plant establishment.)

****Note we do offer long-term maintenance contracts. Over 90% of our clients use that service.***

Contract

- A down payment of \$14,625.00 is required to schedule your project.
- The remainder of the project cost is due at project completion. Any unpaid amount beyond the 30 day period after billing will incur a 3% monthly finance charge.
- *Please note that this proposal is valid for 30 days from the date on this Contract.*

If you would like to proceed with the above outlined project, please sign the contract below.

Client name: Mr. Scott Anderson

Contract Value: \$29,250.00

Signed: _____ **Date** _____

Contractor: *Natural Shore Technologies, Inc.*

Signed:

Contract Date: Contract Date for 30 Day term



William M. Bartodziej, M.S.

Senior Restoration Ecologist, Natural Shore Technologies

Please return a signed copy of this contract and a check to:

Natural Shore Technologies, Inc.
6275 Pagenkopf Rd.
Maple Plain, MN 55359





Maintenance Proposal for:

Mr. Scott Anderson – The Preserve in Eden Prairie

Proposal Date: February 28, 2024

Prepared by:

Bill Bartodziej M.S., Senior Restoration Ecologist
Natural Shore Technologies, Inc.
612.730.1542 bill.b@naturalshore.com



Maintenance Plan (2024-2026) – Berm Shoreline Ecological Restoration

2024 Restoration Project

Berm Shoreland Restoration – 500 LF of shore

2024 = \$800

2025 = \$1,600

2026 = \$1,600

Total cost (discount included with existing maintenance plan) = \$4,000

Description

Site maintenance includes at least five visits per year during the growing season to monitor and conduct activities that will ensure proper restoration establishment. We use the most appropriate, up-to-date maintenance techniques such as targeted herbicide application, hand pulling, mowing, and spot weed whipping to effectively control invasive weeds.

Our lead maintenance supervisor has a B.S. in Biology and 10 years of field experience.

Detailed site records and photos for each visit will be kept and shared with the client.

Client name: Mr. Scott Anderson, The Preserve

Signed: _____ **Date** _____

Contractor: *Natural Shore Technologies, Inc.*

Signed:

Contract Date: Contract Date for 30 Day term



William M. Bartodziej, M.S.
Senior Restoration Ecologist, Natural Shore Technologies

Please return a signed copy of this contract and a check to:

Natural Shore Technologies, Inc.
6275 Pagenkopf Rd.
Maple Plain, MN 55359

Exhibit B
Maintenance Plan & Schedule

Native Vegetation Restoration Areas. Native vegetation restoration areas described in Exhibit A to the Agreement must be maintained as follows:

- a. The restoration will be maintained for at least 10 years free from mowing and other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, the placement of structures, or any other alteration that impedes the function of the prairie restoration in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
- b. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional every three to five years; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
- c. Upland plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

Reporting. Owner will submit to the RPBCWD annually following completion of the Project described in the site plan and design attached as Exhibit A to the agreement a brief written report that describes the maintenance activities performed under the agreement to which this exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.